

Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON, AT SEATTLE

EMPLOYEE PAINTERS' TRUST HEALTH &
WELFARE FUND; WESTERN WASHINGTON
PAINTERS DEFINED CONTRIBUTION
PENSION TRUST; WESTERN WASHINGTON
APPRENTICESHIP AND TRAINING TRUST;
WESTERN WASHINGTON PAINTERS LABOR
MANAGEMENT COOPERATION TRUST;
PAINTERS AND ALLIED TRADES
INTERNATIONAL UNION AND INDUSTRY
PENSION FUND; and INTERNATIONAL
UNION OF PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL NO. 5,

Plaintiffs,

vs.

V P PAINTING, INC., a Washington corporation;
VINCENT A. PREACH and JANE DOE
PREACH, husband and wife and the marital
community comprised thereof,

Defendants.

CASE NO. CV11-1208 RSM

STIPULATION FOR DISMISSAL WITHOUT
PREJUDICE AND ORDER THEREON

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AND
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1 IT IS HEREBY STIPULATED AND AGREED by Plaintiffs, EMPLOYEE PAINTERS'
2 TRUST HEALTH & WELFARE FUND; WESTERN WASHINGTON PAINTERS DEFINED
3 CONTRIBUTION PENSION TRUST; WESTERN WASHINGTON APPRENTICESHIP AND
4 TRAINING TRUST; WESTERN WASHINGTON PAINTERS LABOR MANAGEMENT
5 COOPERATION TRUST; PAINTERS AND ALLIED TRADES INTERNATIONAL UNION AND
6 INDUSTRY PENSION FUND; and INTERNATIONAL UNION OF PAINTERS AND ALLIED
7 TRADES DISTRICT COUNCIL NO. 5, and Defendants, V P PAINTING, INC., a Washington
8 corporation; VINCENT A. PREACH and JANE DOE PREACH, by themselves and through their
9 respective attorneys of record, and subject to the approval and Order of the Court, as follows:

10 1. A full and final settlement of the above-entitled action has been entered into and agreed
11 to by all parties. Therefore, the parties request that this action be dismissed without prejudice.

12 2. The parties have executed a Settlement Agreement setting forth the terms of their
13 agreement. The terms and conditions of the Settlement Agreement, and all documents referred to or
14 attached thereto, are incorporated herein by this reference.

15 3. The parties have agreed that this Court shall reserve and retain jurisdiction of this action
16 and the parties to enforce the terms of the Settlement Agreement executed by the parties herein.

17 Dated: August 14, 2012

THE URBAN LAW FIRM

18 By: /s/ Michael A. Urban
19 Michael A. Urban, Esq.
20 *Counsel for Plaintiffs*

21 Dated: August 14, 2012

GRAHAM & DUNN, PC

22 By: /s/ Adam S. Belzberg
23 Adam S. Belzberg, Esq.
24 *Counsel for Defendants*

25 **[Proposed Order Follows]**

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ORDER

IT IS HEREBY ORDERED that the above-entitled case be dismissed without prejudice. The Court retains jurisdiction to enforce the terms of the settlement agreement of the parties.

DATED: _____

UNITED STATES DISTRICT JUDGE
Honorable Ricardo S. Martinez

Presented by:

THE URBAN LAW FIRM

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